

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2			
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE FEBRUARY 25, 2004		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)		
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL -- SANDRA SHEPHERD/DESC-PEC PHONE - (703) 767-9544		CODE SP0600		7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0043				
				9b. DATED (SEE ITEM 11) 22 JANUARY 2004				
				10a. MODIFICATION OF CONTRACT/ORDER NO.				
				10b. DATED (SEE ITEM 13)				
CODE		FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is <input type="checkbox"/> extended, is not <input checked="" type="checkbox"/> extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)								
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
D. OTHER (Specify type of modification and authority)								
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
<u>IRAQ PC&S</u>		<u>SP0600-04-R-0043</u>		<u>PURCHASE PROGRAM 1.6b</u>				
<p>a. ATTENTION OFFERORS: Block 11 of this Standard Form (SF) 30 provides pertinent information as to acknowledging receipt of this amendment.</p> <p style="text-align: center;">Continued on Page 2.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER				
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)				

- b. On page 10 of the solicitation, revise Clause I1.03-1.100, paragraph (j), to read:

(j) **RISK OF LOSS AND TITLE.** Title and risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until the Contractor completes download of product at the final delivery destination in Iraq. The Contractor bears all risk and responsibility for loss or damage to equipment and personal injury or death of its employees, agents or subcontractors. The Contractor is responsible for obtaining adequate insurance to cover the risks discussed herein. The Government will not reimburse the Contractor for claims stemming from loss or damage to product or equipment or personal injury or death of employees, agents or subcontractors.

- c. Clause B1.05.100, SUPPLIES TO BE FURNISHED, SPECIAL NOTES, is revised to add the following as Special Note 13:

13. Upon request, the Contractor shall provide such documentation and information as the Government may require to assist the Government in determining the Contractor's progress and/or identify any factors that may affect performance. The Government may also request periodic updates. Such updates shall focus on current and future actions, as well as any problems and solutions relating to the following areas: supply, storage, transportation, security, and quality. At the Government's discretion, meetings may be required to discuss information contained in the updates.

- d. Clause B1.05.100, SUPPLIES TO BE FURNISHED, SPECIAL NOTES, is revised to add the following as Special Note 14:

NOTE 14: **INSPECTION OF SUPPLIES**

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.